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 And the Plaintiff Class(es)  
 9

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 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 LOS ANGELES

FILED

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 11 **UNITED STATES DISTRICT COURT**  
 12 **CENTRAL DISTRICT OF CALIFORNIA**

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13  
 14 **IN RE WALGREEN CO. WAGE**  
**AND HOUR LITIGATION**  
 15

**Case No. 11-cv-07664-PSG (FFMx)**

**CLASS ACTION**

**COMPLAINT FOR DAMAGES,  
 INJUNCTIVE RELIEF, AND  
 RESTITUTION**

**[Jury Trial Demanded]**

16  
 17  
 18  
 19 **Related Cases:**

20 **WILSON v. WALGREEN CO.**  
 21 **HODACH v. WALGREEN CO.**  
 22 **BROWN v. WALGREEN CO.**  
 23 **JEROMINSKI v. WALGREEN CO.**  
 24 **GINDI v. WALGREEN CO.**  
 25 **HANNA v. WALGREEN CO.**  
 26 **SHANINIAN v. WALGREEN CO.**  
 27 **MCDOWELL v. WALGREEN CO.**  
 28

Case No. 11-cv-07664-PSG (FFMx)  
 Case No. 12-cv-07491-PSG (FFMx)  
 Case No. 12-cv-08574-PSG (FFMx)  
 Case No. 12-cv-10134-PSG (FFMx)  
 Case No. 13-cv-01154-PSG (FFMx)  
 Case No. 13-cv-02412-PSG (FFMx)  
 Case No. 13-cv-03576-PSG (FFMx)  
 Case No. 13-cv-01028- PSG (FFMx)

1 Representative Plaintiffs allege as follows:

2  
3 **PRELIMINARY STATEMENT**

4 1. This is a class action seeking unpaid wages, including meal and rest  
5 period compensation, interest thereon, and other penalties, reimbursement of  
6 business expenses, injunctive and other equitable relief, and reasonable attorneys'  
7 fees and costs under, *inter alia*, California Labor Code §§ 200-204, inclusive, 226,  
8 226.7, 406, 510, 512, 1174, 1194, 1197, 1198, 2802 and/or 2699, California  
9 Business and Professions Code §§ 17200, *et seq.* and California Code of Civil  
10 Procedure § 1021.5. Representative Plaintiffs George Wilson, Tanarica Martin,  
11 Rene Hodach, Winston Bolls, Brenda Brown, Shane Jerominski, Alicia Arenas,  
12 Emad Gindi, Kevork Shahinian, Michael Hannah, Chris McDowell, Gustavo  
13 Villavelazquez, and Devon Brown ("Plaintiffs") bring this action on behalf of  
14 themselves and all other persons similarly situated ("Class Members" and/or the  
15 "Plaintiffs Class") who are or have been employed by defendants Walgreen Co.  
16 and/or Does 1 through 100, inclusive (collectively "Defendant" and/or  
17 "Walgreen") as non-exempt retail store employees within the State of California at  
18 any time after May 13, 2007.

19 2. Specifically, Plaintiffs represent (1) all non-exempt retail employees  
20 (2) all Assistant Store Managers, Shift Leads, and/or MGTs, and/or (3) all  
21 Pharmacy Technicians, Pharmacy Interns, Pharmacists, Pharmacy Managers,  
22 employed during the Class Period in the State of California.

23 3. The "Class Period" is designated as the time from May 13, 2007  
24 through the date of trial and is based upon the allegation that Defendant's  
25 violations of California's wage and hour laws, as described more fully below, have  
26 been ongoing during that time.

27 4. During the Class Period, Defendant has had a consistent policy of  
28 requiring its non-exempt retail store employees, including Plaintiffs and Class

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Members, to, *inter alia*, (1) remain at work under the control of Walgreen to submit to mandatory security checks of their persons and/or belongings after completion of these workers' ordinary duties, without paying them compensation (including unpaid overtime and/or compensation for working through paid and/or unpaid meal and/or rest periods), (2) start work or remain at work, under the control of Walgreen, before and after completion of these workers' ordinary duties, without paying these employees' wages (including overtime wages) for all compensable time, (3) work off-the-clock performing duties such as driving to other stores and performing pharmacy opening and closing duties, (4) clock in and out within three minutes of the scheduled start and end of their shift, and (5) incur business expenses (including travel expenses driving to other stores, banks, meetings and trainings) and failing to reimburse Plaintiffs and/or Class Members for business expenses incurred.

5. Additionally, during the Class Period, Defendant has had a consistent policy of willfully failing to, *inter alia*, (1) provide meal periods and/or rest periods to Plaintiffs and/or Class Members, (2) pay compensation owing to Plaintiffs and/or Class Members for all hours worked by rounding their clock-in and clock-out times to quarter hour increments, (3) pay overtime and/or double time compensation owing to Plaintiffs and/or Class Members for hours worked on the seventh consecutive day, (4) provide Plaintiffs and Class Members with accurate semimonthly itemized statements of the total number of hours each of them worked, the applicable deductions and the applicable hourly rates in effect during the pay period, and (5) pay compensation owing in a prompt and timely manner to Plaintiffs and/or Class Members whose employment with Walgreen was terminated.

### **INTRODUCTION**

6. Plaintiffs are informed and believe and, based thereon, allege that, within the Class Period, defendant Walgreen operated numerous retail

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1 establishments across the State of California. In doing so, Walgreen has employed  
2 thousands of individuals as non-exempt retail employees in recent years alone to  
3 work at locations within the State of California, employment positions which enjoy  
4 an entitlement to full, uninterrupted and statutorily-mandated meal and rest  
5 periods, as well as other benefits of employment as set forth herein.

6 7. Despite actual knowledge of these facts and legal mandates, Walgreen  
7 has and continues to enjoy an advantage over its competition and a resultant  
8 disadvantage to its workers by electing not to sufficiently offer meal and rest  
9 periods to its California non-exempt retail employees, by not providing them all  
10 regular and/or overtime pay (as a result thereof) when due and/or when certain  
11 Class Members' employment with Walgreen terminated, by willfully failing to  
12 provide Plaintiffs and Class Members with accurate semi-monthly itemized wage  
13 statements, and by willfully failing to reimburse Plaintiffs and/or Class Members  
14 for business expenses incurred.

15 8. Plaintiffs are informed and believe and, based thereon, allege that  
16 officers of Walgreen knew of these facts and legal mandates yet, nonetheless,  
17 repeatedly authorized and/or ratified the violation of the laws cited herein.

18 9. Despite Walgreen's knowledge of Plaintiffs and Class Members'  
19 entitlement to these benefits of employment, Walgreen failed to provide same, for  
20 all applicable work periods, in violation of California state statutes, California  
21 Industrial Welfare Commission Wage Order No. 7, and Title 8 of the California  
22 Code of Regulations. This action is brought to redress and end this long-time  
23 pattern of unlawful conduct.

#### 24 **JURISDICTION AND VENUE**

25 10. This Court has jurisdiction over the Representative Plaintiffs' and  
26 Class Members' claims for unpaid wages, penalties and other forms of relief  
27 sought herein under, *inter alia*, Industrial Welfare Commission Wage Order No. 7,  
28 Title 8 of the California Code of Regulations, Labor Code §§ 201-204, inclusive,

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226, 226.7, 406, 510, 512, 1174, 1194, 1198, and/or 2802; and California Code of Civil Procedure § 1021.5.

11. This Court also has jurisdiction over the Representative Plaintiffs' and Class Members' claims for injunctive relief and restitution of ill-gotten benefits arising from Defendant's unfair, unlawful and/or fraudulent business practices under California Business & Professions Code §§ 17200, *et seq.*

12. Venue as to Defendant is proper in this judicial district pursuant to 28 U.S.C. § 1391. Defendant Walgreen maintains locations within Los Angeles County, transacts business, has agents, and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the State of California and County of Los Angeles. Defendant operates facilities and has employed numerous Class Members in the County of Los Angeles, as well as within other counties across the State of California.

### **PLAINTIFFS**

13. Plaintiffs are natural persons and were, during the relevant time period identified herein, employed by Defendant Walgreen as non-exempt employees at one or more of Defendant's California retail stores. Specifically, Plaintiffs George Wilson, Tanarica Martin, Brenda Brown, Michael Hannah, and Chris McDowell work and/or worked as non-exempt Assistant Store Managers and/or MGTs. Plaintiffs Shane Jerominski and Kevork Shahinian works and/or worked as Pharmacists. Plaintiffs Alicia Arenas and Devon Brown work and/or worked as Pharmacy Technicians. Plaintiff Gustavo Villavelazquez works and/or worked as a MGT/ASM and Photo Technician. Plaintiffs Rene Hodach, Winston Bolls, and Emad Gindi also work and/or worked as non-exempt employees.

14. At all times herein relevant, Plaintiffs were and are now persons within the Class(es) of persons further described and defined herein.

15. As used throughout this Complaint, the term "Class Members" and/or

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1 the "Plaintiff Class" refers to the named Plaintiffs herein as well as each and every  
2 person eligible for membership in the class of persons further described and  
3 defined herein.

4 16. Plaintiffs bring this action on behalf of themselves and as a class  
5 action, pursuant to Rule 23 of the Federal Rules of Civil Procedure ("FRCP"), on  
6 behalf of all persons similarly situated and proximately damaged by the unlawful  
7 conduct described herein.

### 8 **DEFENDANTS**

9 17. At all times herein relevant, Defendant Walgreen Co. was/is a  
10 corporation and/or other form of business entity, duly licensed, located and doing  
11 business in, but not limited to, the County of Los Angeles, in the State of  
12 California.

13 18. Plaintiffs are informed and believe and, based thereon, allege that  
14 Defendant Walgreen directly or indirectly employs and, since May 13, 2007, has  
15 employed and/or exercised control over the wages, hours and working conditions  
16 of Plaintiffs and Class Members within various California counties, including, but  
17 not limited to, the County of Los Angeles.

18 19. Those Defendants identified as Does 1 through 100, inclusive, are and  
19 were, at all relevant times herein-mentioned, business affiliates, successors and/or  
20 predecessors-in-interest, officers, directors, partners, and/or managing agents of  
21 some or each of the remaining defendants. Plaintiffs are informed and believe and,  
22 on that basis, allege that, at all relevant times herein-mentioned, each of the  
23 defendants identified as Does 1 through 100, inclusive, employed, and/or exercised  
24 control over the wages, hours, and/or working conditions of Plaintiffs and Class  
25 Members at various California locations, as identified in the preceding paragraph.

26 20. Plaintiffs are unaware of the true names and capacities of those  
27 defendants sued herein as Does 1 through 100, inclusive and, therefore, sue these  
28 Defendants by such fictitious names. Plaintiffs will seek leave of court to amend



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1 this Complaint when such names are ascertained. Plaintiffs are informed and  
2 believe and, on that basis, allege that each of the fictitiously-named defendants  
3 is/was responsible in some manner for, gave consent to, ratified, and/or authorized  
4 the conduct herein-alleged and that Plaintiffs' and Class Members' damages, as  
5 herein-alleged, were proximately caused thereby.

6 21. Plaintiffs are informed and believe and, on that basis, allege that, at all  
7 relevant times herein-mentioned, each of the defendants was the agent and/or  
8 employee of each of the remaining defendants and, in doing the acts herein alleged,  
9 was acting within the course and scope of such agency and/or employment.

### 10 **CLASS ACTION ALLEGATIONS**

11 22. Plaintiffs bring this action on behalf of themselves and as a class  
12 action on behalf of the following Plaintiff Classes:

#### 13 **Non-Exempt Employee Class:**

14 *All persons who are and/or were employed as non-exempt retail*  
15 *employees by Walgreen Co., in one or more of Walgreen's California*  
16 *retail stores between May 13, 2007 and the present.*

#### 17 **Assistant Store Manager, Shift Lead, and/or MGT Sub-Class:**

18 *All persons who are and/or were employed as non-exempt Assistant*  
19 *Store Managers, Shift Leads and/or MGTs by Walgreen Co., in one or*  
20 *more of Walgreen's California retail stores between May 13, 2007*  
21 *and the present.*

#### 22 **Pharmacy Worker Sub-Class:**

23 *All persons who are and/or were employed as non-exempt Walgreen*  
24 *pharmacy employees by Walgreen Co., in one or more of Walgreen's*  
25 *California retail stores between May 13, 2007 and the present.*

26 23. Defendants and their officers and directors are excluded from the  
27 Plaintiff Classes.

28 24. This action has been brought and may properly be maintained as a  
class action under FRCP Rule 23 because there is a well-defined community of  
interest in the litigation and the proposed Classes are easily ascertainable.

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- a. Numerosity: A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Plaintiff Classes are so numerous that joinder of all members is impractical, if not impossible, insofar as Plaintiffs are informed and believe and, on that basis, allege that the total number of Class Members is, at least, in the thousands of individuals. Membership in the Classes will be determined by and upon analysis of employee and payroll records, among other records maintained by Walgreen.
- b. Commonality: Plaintiffs and the Class Members share a community of interests in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:
  - 1) Whether defendant Walgreen violated California Labor Code §§ 226.7 and/or 512 by failing to consistently provide duty-free meal and/or rest periods to its non-exempt retail employees;
  - 2) Whether defendant Walgreen violated California Labor Code §§ 201-204 by failing to pay all wages due and owed during the pendency of employment and/or at the time of the termination of employment with Defendant of Plaintiffs and/or Class Members;
  - 3) Whether defendant Walgreen violated applicable IWC Wage Order(s) and/or California Labor Code § 510 by failing to pay all (including overtime) compensation to its non-exempt retail employees who worked in excess of forty hours per week and/or eight hours per day;
  - 4) Whether defendant Walgreen violated applicable IWC Wage Order(s) and/or California Labor Code § 510 by failing to pay overtime and double time compensation to its non-exempt retail employees who worked on seven consecutive days in a week;
  - 5) Whether defendant Walgreen violated California Labor Code § 1174 by failing to keep accurate records of Class Members' hours of work;
  - 6) Whether defendant Walgreen violated California Labor Code § 226 by failing to provide Class Members with semimonthly itemized statements including total hours worked and all applicable hourly rates in effect during the pay period;
  - 7) Whether defendant Walgreen violated California Labor Code §§ 406 and/or 2802 by failing to reimburse Class Members for necessary business expenses;



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8) Whether Walgreen violated Business and Professions Code §§ 17200, *et seq.* by engaging in unfair, unlawful and/or fraudulent business practices; and

9) Whether the Representative Plaintiffs and Class Members are entitled to penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

c. Typicality: Plaintiffs' claims are typical of the claims of the Plaintiff Classes. Plaintiffs and all members of the Plaintiff Classes sustained damages arising out of and caused by Defendant's common course of conduct in violation of law, as alleged herein.

d. Adequacy of Representation: Plaintiffs in this class action are adequate representatives of the Plaintiff Classes in that Plaintiffs' claims are typical of those of the Plaintiff Classes and Plaintiffs have the same interest in the litigation of this case as the Class Members. Plaintiffs are committed to vigorous prosecution of this case and have retained competent counsel who is experienced in conducting litigation of this nature. Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to Class Members as a whole. Plaintiffs anticipate no management difficulties in this litigation.

e. Superiority of Class Action: Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impractical for members of the Plaintiff Classes to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual member of the Plaintiff Classes, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.

### **COMMON FACTUAL ALLEGATIONS**

25. Defendant Walgreen has, for years, knowingly failed to provide the Plaintiff Classes with net ten minute rest periods for work shifts exceeding four hours or a major fraction thereof, and has failed to provide uninterrupted, unrestricted meal periods of at least 30 minutes for work shifts exceeding five hours.

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1           26. Moreover, Defendant has failed to properly compensate the Plaintiff  
2           Classes for all wages earned and due (including, but not necessarily limited to,  
3           overtime wages and/or compensation for missed meal and/or rest periods).

4           27. Defendant also failed to provide Plaintiffs and Class Members with  
5           accurate semimonthly itemized statements of the total number of hours worked by  
6           each, and all applicable hourly rates in effect during each pay period, in violation  
7           of California Labor Code § 226. In doing so, Defendant has not only failed to pay  
8           its workers the full amount of compensation due, it has, until now, effectively  
9           shielded itself from its employees' scrutiny for its unlawful conduct by concealing  
10          the magnitude (e.g., the full number of hours worked) and financial impact of its  
11          wrongdoing.

12          28. Defendant has declined to pay these wages, even upon a Class  
13          Member's termination or resignation from employment, in blatant violation of  
14          California Labor Code §§ 201-204, inclusive. More than 30 days has passed since  
15          certain Class Members have left Defendant's employ.

16          29. Additionally, Defendant's common policies and procedures caused  
17          the Plaintiff and Class Members to incur unreimbursed business expenses in the  
18          ordinary discharge of their duties.

19          30. As a direct and proximate result of Defendant's unlawful conduct, as  
20          set forth herein, Plaintiffs and Class Members have sustained damages, as  
21          described above, including loss of earnings for uncompensated hours worked,  
22          missed meal periods, and missed rest periods, in an amount to be established at  
23          trial. As a further direct and proximate result of Defendant's unlawful conduct, as  
24          set forth herein, Plaintiffs and Class Members are entitled to recover  
25          penalties/wages (pursuant to California Labor Code §§ 201-204) for failure to  
26          provide semimonthly itemized wage statements of hours worked and all applicable  
27          hourly rates (pursuant to California Labor Code § 226) in an amount to be  
28          established at trial. As a further direct and proximate result of Defendant's

1 unlawful conduct, as set forth herein, Plaintiffs and Class Members are also  
2 entitled to recover attorneys' fees, litigation costs, and restitution of ill-gotten  
3 gains, pursuant to statute.

4 31. Plaintiffs complied with the procedures for bringing suit specified in  
5 California Labor Code § 2699.3. By letter dated November 23, 2011, Plaintiffs  
6 gave written notice, by certified mail, to the Labor and Workforce Development  
7 Agency ("LWDA") and Defendant of the specific provisions of the California  
8 Labor Code alleged to have been violated, including the facts and theories to  
9 support those violations.

10 **FIRST CAUSE OF ACTION**  
11 **FAILURE TO PROVIDE MEAL AND REST PERIODS**  
12 **(California Labor Code §§ 226.7 and 512)**

13 32. Plaintiffs incorporate in this cause of action each and every allegation  
14 of the preceding paragraphs, with the same force and effect as though fully set  
15 forth herein.

16 33. At all relevant times, Defendant was aware of and was under a duty to  
17 comply with California Labor Code §§ 226.7 and 512.

18 34. California Labor Code §226.7 provides:

19 (a) No employer shall require any employee to work during  
20 any meal or rest period mandated by an applicable order of the  
21 Industrial Welfare Commission.

22 (b) If an employer fails to provide an employee a meal  
23 period or rest period in accordance with an applicable order of  
24 the Industrial Welfare Commission, the employer shall pay the  
25 employee one additional hour of pay at the employee's regular  
26 rate of compensation for each work day that the meal or rest  
27 period is not provided.

28 35. Moreover, California Labor Code § 512 provides:

An employer may not employ an employee for a work period of  
more than five hours per day without providing the employee  
with a meal period of not less than 30 minutes, except that if the  
total work period per day of the employee is no more than six  
hours, the meal period may be waived by mutual consent of  
both the employer and employee. An employer may not employ  
an employee for a work period of more than 10 hours per day  
without providing the employee with a second meal period of

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not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

36. By failing to consistently provide uninterrupted and unrestricted meal and rest periods to Class Members, Defendant violated California Labor Code §§ 226.7 and/or 512, and §§ 11 and 12 of the IWC Wage Order No. 7.

37. Section 11 of this Wage Order provides:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes ....

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes ....

(C) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

38. Moreover, Section 12 of this Wage Order provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof ....

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

39. By failing to consistently provide (1) meal breaks within the first five hours of a work shift, (2) uninterrupted thirty-minute meal periods, and/or (3) ten-minute rest periods to Class Members, Defendant violated California Labor Code and IWC Wage Order provisions.

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1 40. Even where Defendant's records specifically illustrate that no meal  
2 and/or rest periods were provided to Plaintiffs and Class Members, Walgreen  
3 refuses to properly compensate these employees with one hour of compensation for  
4 these respective violations as mandated by California law.

5 41. Plaintiffs are informed and believe and, on that basis, allege that  
6 Defendant has never paid the one hour of compensation to any Class Member due  
7 to its violations of the California Labor Code and applicable IWC Wage Order  
8 provisions.

9 42. As a direct and proximate result of Defendant's unlawful conduct, as  
10 set forth herein, Plaintiffs and Class Members have sustained damages, including  
11 lost compensation resulting from missed meal and/or rest periods, in an amount to  
12 be established at trial. As a further direct and proximate result of Defendant's  
13 unlawful conduct, as set forth herein, certain Class Members are entitled to recover  
14 "waiting time" and other penalties, in amounts to be established at trial, as well as  
15 attorneys' fees and costs, and restitution, pursuant to statute.

16 **SECOND CAUSE OF ACTION**  
17 **UNLAWFUL FAILURE TO PAY WAGES**  
18 **(Violation of IWC Wage Order and Labor Code §§ 200-204, 510, 1194,**  
19 **and 1198)**

20 43. Plaintiffs incorporate in this cause of action each and every allegation  
21 of the preceding paragraphs, with the same force and effect as though fully set  
22 forth herein.

23 44. During the Class Period, Plaintiffs and Class Members frequently  
24 worked in excess of eight hours in a workday and/or forty hours in a workweek.  
25 The precise number of overtime hours will be proven at trial.

26 45. During said time period, Defendant refused to compensate Plaintiffs  
27 and the Class Members for some and/or all of the wages (including overtime  
28 wages) earned, in violation of the applicable California Wage Order, Title 8 of the  
California Code of Regulations and the provisions of the California Labor Code.

48. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs and the Class Members have sustained damages, including loss of earnings for hours worked, including overtime hours worked, on behalf of Defendant, in an amount to be established at trial, and are entitled to recover attorneys' fees and costs of suit.

Each employer shall semi-monthly, or at the time of each payment of wages, furnish each of his or her employees either as a detachable part of the check, draft or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized wage statement in writing showing: (1) gross wages earned; (2) total number of hours worked by each employee whose compensation is based on an hourly wage; (3) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (4) net wages earned; (5) the inclusive date of the period for which the employee is paid; (6) the name of the employee and his or her social security number; and (7) the name and address of the legal entity which is the employer.



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1 51. Moreover, California Labor Code § 226(e) provides:

2 An employee suffering injury as a result of a knowing and  
3 intentional failure by an employer to comply with subdivision  
4 (a) is entitled to recover the greater of all actual damages or  
5 fifty dollars (\$50) for the initial pay period in which a violation  
6 occurs and one hundred dollars (\$100) per employee for each  
7 violation in a subsequent pay period, not exceeding an  
8 aggregate penalty of four thousand dollars (\$4,000), and is  
9 entitled to an award of costs and reasonable attorney's fees.

10 52. Finally, California Labor Code § 1174(d) provides:

11 Every person employing labor in this state shall ... Keep, at a  
12 central location in the state ... payroll records showing the hours  
13 worked daily by and the wages paid to ... employees .... These  
14 records shall be kept in accordance with rules established for  
15 this purpose by the commission, but in any case shall be kept on  
16 file for not less than two years.

17 53. Defendant has failed to provide timely, accurate itemized wage  
18 statements to Plaintiffs and Class Members in accordance with California Labor  
19 Code § 226. Plaintiffs are informed and believe and, on that basis, allege that none  
20 of the statements provided by Defendant accurately reflected actual gross wages  
21 earned, net wages earned, or the appropriate deductions for any Class Member.

22 54. As a direct and proximate result of Defendant's unlawful conduct, as  
23 set forth herein, Plaintiffs and the Plaintiff Classes are entitled to recover penalties,  
24 in amounts to be established at trial, as well as attorneys' fees and costs, pursuant  
25 to statute.

26 **FOURTH CAUSE OF ACTION**  
27 **FAILURE TO PAY WAGES ON TERMINATION**  
28 **(California Labor Code § 203)**

55. Plaintiffs incorporate in this cause of action each and every allegation  
of the preceding paragraphs, with the same force and effect as though fully set  
forth herein.

56. California Labor Code § 203 provides that:

If an employer willfully fails to pay, without abatement or  
reduction, in accordance with Sections 201, 201.5, 202, and  
205.5, any wages of an employee who is discharged or who

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quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

57. Plaintiffs Winston Bolls, Shane Jerominski, Emad Gindi, Kevork Shahinian, and Devon Brown and numerous Class Members were employed by Defendant during the Class Period, employment which was thereafter voluntarily or involuntarily severed, yet were not paid all wages due immediately upon the involuntary termination or within seventy-two hours of the voluntary termination of their respective employment positions with Defendant. Said non-payment and/or untimely payment was the direct and proximate result of a willful refusal to do so by Defendant.

58. More than thirty days has elapsed since Plaintiffs Winston Bolls, Shane Jerominski, Emad Gindi, Kevork Shahinian, and Devon Brown and these particular Class Members were terminated and/or resigned from Defendant's employ.

59. As a direct and proximate result of Defendant's willful conduct in failing to pay said Class Members for all hours worked, Plaintiffs Winston Bolls, Shane Jerominski, Emad Gindi, Kevork Shahinian, and Devon Brown and certain Class Members are entitled to recover "waiting time" penalties of thirty days' wages, pursuant to California Labor Code § 203, in an amount to be established at trial, together with attorneys' fees and costs.

**FIFTH CAUSE OF ACTION**  
**FAILURE TO REIMBURSE EXPENSES**  
**AND/OR PROHIBITED CASH BOND**  
**(California Labor Code §§ 406, 2800 and 2802)**

60. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

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1           61. During the Class Period, Defendant required Plaintiffs and Class  
2 Members to incur expenses related to the business operations of Defendant. These  
3 expenses include(d), without limitation, costs related to travel for inter-storing,  
4 bank runs, meetings, and training.

5           62. These expenditures were incurred in direct consequence of the  
6 discharge of the duties of Plaintiff, or of his obedience to the directions of the  
7 employer and have not yet been reimbursed by Defendant.

8           63. At all relevant times, Defendant was aware of and was under a duty to  
9 comply with various provisions of the California Labor Code, including, but not  
10 necessarily limited to §§ 406 and 2802(a).

11           64. California Labor Code § 406 provides:

12                   Any property put up by an employee, or applicant as a part of  
13 the contract of employment, directly or indirectly, shall be  
14 deemed to be put up as a bond and is subject to the provisions  
15 of this article whether the property is put up on a note or as a  
loan or an investment and regardless of the wording of the  
agreement under which it is put up.

16           65. California Labor Code § 2802(a) provides:

17                   An employer shall indemnify his or her employee for all  
18 necessary expenditures or losses incurred by the employee in  
19 direct consequence of the discharge of his or her duties, or of  
20 his or her obedience to the directions of the employer, even  
though unlawful, unless the employee, at the time of obeying  
the directions, believed them to be unlawful.

21           66. By requiring Plaintiffs and Class Members to incur uncompensated  
22 expenses in direct consequence of the discharge of their duties, Plaintiffs and Class  
23 Members were forced and/or brought to contribute to the capital and expenses of  
24 Defendant's business which is legally a cash bond, and which must be refunded by  
25 Defendant to Plaintiffs and Class Members.

26           67. Plaintiffs and Class Members incurred necessary business-related  
27 expenses and costs that were not fully reimbursed by Defendant, including without  
28 limitation, expenses resulting from travel to and from other stores, banks, meetings

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1 and trainings, which resulted from their employment with Defendant. Specifically,  
2 Defendant had, and continues to have, a policy and practice of requiring  
3 employees, including Plaintiffs, to pay for said costs from their own funds.  
4 Defendant had, and continues to have, a policy of not reimbursing employees,  
5 including Plaintiffs, for said business-related expenses and costs.

6 68. California Labor Code § 2802(b) and (c) provides for interest at the  
7 statutory post judgment rate of ten percent simple interest per annum from the date  
8 of the expenditure, plus attorneys' fees to collect reimbursement.

9 69. Therefore, Plaintiffs demand reimbursement for expenditures or losses  
10 incurred by themselves in direct consequence of the discharge of their duties, or of  
11 their obedience to the directions of Defendant, plus return of all cash bonds or  
12 other coerced investments in the business of Defendant, with interest, at the  
13 statutory rate, plus attorneys' fees and costs.

14 **SIXTH CAUSE OF ACTION**  
15 **UNFAIR BUSINESS PRACTICES**  
16 **UNDER THE UNFAIR COMPETITION ACT**  
17 **(California Business & Professions Code §§ 17200-17208)**

18 70. Plaintiffs incorporate in this cause of action each and every allegation  
19 of the preceding paragraphs, with the same force and effect as though fully set  
20 forth herein.

21 71. Plaintiffs further bring this cause of action seeking equitable and  
22 injunctive relief to stop Defendant's misconduct, as complained of herein, and to  
23 seek restitution of the amounts Defendant acquired through the unfair, unlawful,  
24 and fraudulent business practices described herein.

25 72. Defendant's knowing conduct, as alleged herein, constitutes an  
26 unlawful and/or fraudulent business practice, as set forth in California Business &  
27 Professions Code §§ 17200-17208. Specifically, Defendant conducted business  
28 activities while failing to comply with the legal mandates cited herein.

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1 73. Defendant's knowing failure to adopt policies in accordance with  
2 and/or adhere to these laws, all of which are binding upon and burdensome to its  
3 competitors, engenders an unfair competitive advantage for Walgreen, thereby  
4 constituting an unfair business practice under California Business & Professions  
5 Code §§ 17200-17208.

6 74. Defendant has clearly established a policy of accepting a certain  
7 amount of collateral damage, as represented by the damages to Plaintiffs and to  
8 Class Members herein alleged, as incidental to its business operations, rather  
9 than accept the alternative costs of full compliance with fair, lawful, and honest  
10 business practices, ordinarily borne by its responsible competitors and as set forth  
11 in legislation and the judicial record.

12 **SEVENTH CAUSE OF ACTION**  
13 **PRIVATE ATTORNEYS GENERAL ACT CLAIM**  
14 **(California Labor Code §§ 2698 *et seq.*)**

15 75. Plaintiffs incorporate in this cause of action each and every allegation  
16 of the preceding paragraphs, with the same force and effect as though fully set  
17 forth herein.

18 76. The Private Attorneys General Act of 2004, California Labor Code §  
19 2699 (a) states:

20 Notwithstanding any other provision of the law, any provision  
21 of this code that provides for a civil penalty to be assessed and  
22 collected by the Labor and Workforce Development Agency or  
23 any of its departments, divisions, commissions, boards,  
agencies, or employees, for a violation of this code, may, as an  
alternative, be recovered through a civil action brought by an  
aggrieved employee on behalf of himself or herself and other  
current or former employees...

24 77. Plaintiffs are "aggrieved employee[s]" as defined by California Labor  
25 Code § 2699(c) because they were employed by Defendant and were among the  
26 many employees against whom violations of the law were committed.

27 78. Plaintiffs have met all of the requirements set forth in Labor Code §  
28 2699.3 necessary to commence a civil action against Defendant for violations of

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1 Labor Code §§ 201-204, inclusive, 226, 226.7, 510, 512, 1174, 1194, 1198 and/or  
2 2802.

3 79. Plaintiffs bring this action on behalf of themselves and all Class  
4 Members who have not received meal and rest periods as they are entitled under  
5 California Labor Code §§ 226.7 and 512, who were not paid overtime wages under  
6 California Labor Code §§ 510, 1194, and 1198, who did not receive all wages due,  
7 including upon severance, under California Labor Code §§ 201-204, inclusive, and  
8 who were not provided time records and did not receive accurate wage statements  
9 under California Labor Code §§ 226 and 1174.

10 80. As a direct and proximate result of Defendant's unlawful conduct, as  
11 set forth herein, Class Members have sustained damages, including loss of  
12 earnings, in an amount to be established at trial. As a further direct and proximate  
13 result of Defendant's unlawful conduct, as set forth herein, Class Members are  
14 entitled to recover various penalties as provided by California Labor Code § 2699,  
15 in an amount to be established at trial, as well as costs and attorneys' fees, pursuant  
16 to statute.

### 17 18 **RELIEF SOUGHT**

19 **WHEREFORE**, the Representative Plaintiffs, on behalf of themselves and  
20 the proposed Plaintiff Classes, pray for judgment and the following specific relief  
21 against Defendants, and each of them, jointly and separately, as follows:

22 1. That the Court declare, adjudge, and decree that this action is a proper  
23 class action and certify the proposed Classes and/or any other appropriate  
24 subclasses pursuant to FRCP Rule 23;

25 2. That the Court make an award to Plaintiffs and Class Members of one  
26 hour of wages at each employee's regular rate of compensation for each meal  
27 period that was not provided;

28 ///



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1           3.     That the Court make an award to Plaintiffs and Class Members of one  
2 hour of wages at each employee's regular rate of compensation for each workday  
3 that a rest period was not provided;

4           4.     That the Court declare, adjudge, and decree that Defendants violated  
5 the wage (including overtime wage) provisions of the California Labor Code and  
6 the applicable California Industrial Welfare Commission Wage Order as to  
7 Plaintiffs and Class Members;

8           5.     That the Court declare, adjudge, and decree that Plaintiffs and Class  
9 Members were, at all times relevant herein, and are still, entitled to be paid  
10 overtime for work beyond eight hours in a day and forty hours in a week;

11          6.     That the Court declare, adjudge, and decree that Plaintiff and Class  
12 Members were, at all times relevant herein, entitled to reimbursement for necessary  
13 business expenditures;

14          7.     That the Court make an award to Plaintiffs and Class Members of  
15 civil penalties specified in Labor Code § 2699 for each violation of Labor Code §§  
16 201-203, inclusive, 226, 226.7, 510, 512, 1174, 1194, and 1198;

17          8.     That the Court make an award to Plaintiffs and Class Members of  
18 damages and/or restitution for the amount of unpaid overtime compensation,  
19 including interest thereon, and penalties in an amount to be proven at trial;

20          9.     That the Court order Defendant to pay restitution to Plaintiffs and  
21 Class Members due to Defendant's unlawful activities, pursuant to California  
22 Business and Professions Code §§ 17200-17208;

23          10.    That the Court further enjoin Defendant, ordering it to cease and  
24 desist from unlawful activities in violation of California Business and Professions  
25 Code §§ 17200, *et seq.*;

26          11.    For all other Orders, findings and determinations identified and sought  
27 in this Complaint;

28 ///

12. For interest on the amount of any and all economic losses, at the prevailing legal rate;

13. For reasonable attorneys' fees, pursuant to California Labor Code §1194 and/or California Code of Civil Procedure § 1021.5; and

14. For costs of suit and any and all other such relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiffs and the Plaintiff Classes hereby demand trial by jury of all issues triable as of right by jury.

Dated: August 1, 2013

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